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of a church tribunal in a case relating solely to church discipline. A judgment of the highest tribunal of a religious denomination, deposing a clergyman from the ministry, will be recognized, and enforced by an injunction forbidding him to act further in that capacity in his former parish.

Review of Appeal—Admission.—Alderman v. *Savage*, 40 N. E. Rep. 639 (Ind.). Appellant entered into an agreement with appellee, in which the latter undertook to insert a certain advertisement in thirteen continuous editions of a weekly newspaper. In a suit for the contract price, the admission of appellant that the "ad" was printed in each of the papers for thirteen successive weeks, although he denied that it was inserted in *all* the issues of each paper, was held sufficient to warrant a verdict for appellee.

Shipping—Bill of Lading—Excepted Perils.—Brauer v. *Campania Navigacion La Flecha*, 66 Fed. Rep. 776. A bill of lading exempted a carrier by sea from liability for accidents to cargo occasioned by the negligence or error of judgment of the shipmaster. Held, that this did not relieve him from liability for cargo thrown overboard during a severe storm, when it appeared that the sacrifice was not necessary to the preservation of other property or the ultimate safety of the ship.

Statute of Frauds—Sale of Goods—Receipt.—Moore v. *Hays*, 40 N. E. Rep. 638 (Ind.). Appellant sells corn to C on an oral contract and at the same time orders him to take it away. C directs appellee to remove the corn from appellant's pen and in turn is sued for its value. Mere words would not constitute a delivery, but here there was actual receipt of the goods by the purchaser, or by another under his direction, which amounts to the same thing, and the agent of the purchaser is not liable to the seller for the value of the corn, his receipt of the goods having the effect of taking the contract of sale out of the statute of frauds.

Tenancy from Year to Year—How Created—Tenant Holding Over.—Kleespies v. *McKenzie*, 40 N. E. Rep. 648 (Ind.). Where a tenant under a lease for years holds over, and the landlord thereafter accepts or demands rent, a tenancy from year to year is created, which may be terminated by ten day's written notice to quit, in case of default in payment of rent. It is on the same footing with tenancies established by the occupancy of the tenant

on the one hand, and the consent of the landlord on the other, without any express agreement as to duration.

Trial—Instructions—Construction of Charge as a Whole.—Butler et al. v. *Machen*, 65 Fed. Rep. 901. In this case the presiding judge, in charging the jury, gave strictly correct instructions as to the rule of preponderance of evidence, but in attempting to make that rule more intelligible to the jury, some of the disconnected sentences of the charge, if taken alone, would seem to indicate that they might substitute their own opinion for the evidence produced at the trial. Held, that there was no error if these sentences, when read with the remainder of the charge, would bear no such meaning.

Trusts—Accounting by Trustee—Interlocutory Judgment.—Rogers et al. v. *New York & T. Land Co. Limited et al.*, 33 N. Y. Sup. 840. The court has the power to reserve the question as to whether certain expenses which are claimed as a charge shall be allowed or not, until the referee's report comes in, and the court be fully informed in regard to all the facts and circumstances of such accounts. An interlocutory judgment in an action against trustees, which provides for this, is sufficient in form, though it does not decide whether or not any of the expenses should be allowed.

Wills—Construction—Description of Legatees.—In re Benson's Estate. Appeal of Davies *et al.*, 32 Atl. Rep. 654. The only difficulty in this case is to determine what the testator meant by the expression "my nephews who may read law," and whether the court below was right in holding that one who reads law books "casually, for amusement or in a desultory manner," as the testimony tends to show of the nephew in question, was not entitled to a distributive share of the testator's law library. Held, that this was a bequest to such of testator's nephews as had taken up the study of law with the purpose of being admitted to the bar and practicing the profession, or as had already been admitted and were practicing; but did not include one who, though registered as a student, and having read law for a year, had abandoned all intention of being admitted.